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MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 1, 2018/2019

PLG0012 – GENERAL PRINCIPLES OF LAW

(All sections / Groups)

20 OCTOBER 2018

2.30 p.m – 4.30 p.m

(2 Hours)

INSTRUCTIONS TO STUDENTS

1. This Question paper consists of 2 pages with 4 Questions only .
2. Answer **ALL** questions from **Part A** and **TWO (2) questions** from **Part B**.
3. Please write all your answers in the Answer Booklet provided.

PART A: COMPULSORY [40 MARKS]**QUESTION 1 [40 marks]**

a. Discuss on the jurisdiction(s) of the High Courts in Malaysia. Support your answer with relevant authorities.

(10 marks)

b. Active Sport Co. (ASC), a retailer for branded sportswear and accessories in Malaysia posted an advertisement in the The Star Newspaper stating:

'Football Fever Super Sale! For every Football jersey bought, a pair of Nike sport shoes FREE! Grab it fast, while stocks lasts.'

Ken, a passionate football fan, came across the said advertisement and immediately rushed to the nearest ASC. However, after Ken bought a football jersey, the ASC's promoter told him that there was no Nike sport shoes left. Ken feel very upset and he intends to initiate a legal action against ASC.

Based on the principles of Contract Law, advise Ken.

(15 marks)

c. Jim sent a message to Papa Rich, a wealthy business man, to sell his single storey house at Taman Damai for RM 288,888. Papa Rich replied to Jim's message saying that: "The price you quoted is too expensive. I will buy your house for only RM 190,000 and provided you repaint the whole house. If you do not reply to my message by 2pm today, I consider you agree to the price of RM 190,000." However, Jim did not realise Papa Rich's message as Jim was watching an evening news programme on television to which, he was delighted to find out that a new university is to be built near to the house that he wants to sell and thus, he can expect the value of his house to be doubled up. Jim decided to withdraw his offer. He reached for his phone to inform Papa Rich but he saw a message from Papa Rich. Jim sent a message to Papa Rich withdrawing the offer despite he has read Papa Rich's message. Papa Rich, upon received Jim's message, threatened to sue Jim for breach of contract.

Based on the principles of Contract Law, advise Jim.

(15 marks)

[Total: 40 marks]
Continued.....

PART B: ANSWER TWO (2) QUESTIONS ONLY [60 MARKS]**QUESTION 2 [30 MARKS]**

Explain the concept of “trespass to person” under the law of torts. Support your answer with relevant authorities.

(30 marks)

QUESTION 3 [30 MARKS]

Discuss the two types of defamation under the law of torts. Support your answer with relevant authorities.

(30 marks)

QUESTION 4 [30 MARKS]

“The tort of negligence is not concerned with the ordinary notions of carelessness and for liability to arise there must be an assessment of the circumstances to determine whether a duty of care had arisen between the plaintiff and the defendant.”

(Per Abdul Wahab Patail JCA in *Bank Bumiputra Malaysia Bhd v Emas Bestari Sdn Bhd and Anor Appeal* [2014] 2 MLJ 49, at page 56)

Based on the above statement, discuss the “elements of negligence” under the law of torts. Support your answer with relevant authorities.

(30 marks)

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